

1  
2  
3  
4  
5 UNITED STATES DISTRICT COURT  
6 EASTERN DISTRICT OF WASHINGTON

7 EQUAL EMPLOYMENT  
8 OPPORTUNITY COMMISSION,

9 Plaintiff,

10 v.

11 WAL-MART STORES, INC.,

12 Defendant.

NO: CV-10-338-RMP

CONSENT DECREE

13 Plaintiff Equal Employment Opportunity Commission (“Commission”) filed  
14 this action under Title VII of the Civil Rights Act of 1964 and Title I of the Civil  
15 Rights Act of 1991 to correct unlawful employment practices on the basis of  
16 religion and to provide appropriate relief to Richard Nichols for whom the  
17 Commission alleged was adversely affected by such practices. The Commission  
18 alleged that Defendant Wal-Mart Stores, Inc. (“Wal-Mart”) subjected Mr. Nichols  
19 to discrimination based on his religion, in that it failed to accommodate Mr.  
20 Nichols’ religious needs on the basis of his religion. Defendant has denied the

1 Commission's allegations and claims. The Commission and Defendant Wal-Mart  
2 now seek to resolve this action as to each other and as between Wal-Mart and  
3 Richard Nichols ("Charging Party") without further contested litigation through the  
4 instant Consent Decree. This resolution does not constitute an admission of  
5 liability on the part of Wal-Mart, nor constitute a finding on the allegations stated  
6 in the Commission's Complaint.

7 The Court has reviewed this Consent Decree in light of the pleadings, the  
8 record herein and the applicable law, and now approves this Consent Decree.

9 **GENERAL PROVISIONS**

10 1. The Court has jurisdiction over the subject matter and the parties to this  
11 action. This Court retains jurisdiction over this Consent Decree during its term.

12 2. The Consent Decree constitutes a full and final resolution of the  
13 Commission's claims against Wal-Mart in this action.

14 3. This Consent Decree will become effective upon its entry by the Court.

15 4. This Consent Decree is final and binding upon the parties to it, the  
16 successors and assigns.

17 5. The Commission and Wal-Mart will each bear its own costs and  
18 attorneys fees in this action.

19 / / /

20 / / /

1           **GENERAL INJUNCTIVE RELIEF**

2           6. Wal-Mart and its current officers, agents, employees, and all persons in  
3 active concert of participation with them are enjoined to comply with all  
4 requirements of Title VII with respect to providing a work environment free from  
5 discrimination, including discrimination based on religion, and enjoined from  
6 failing to provide reasonable accommodation to employees who request  
7 accommodation of their religious beliefs and practices, and from retaliating against  
8 employees who make such requests.

9           7. Wal-Mart and its current officers, agents, employees, and all persons in  
10 active concert or participation with them enjoined from retaliating against the  
11 Charging Party, or any other employee or former employee, for having testified or  
12 participated in any manner in the Commission's investigation and proceedings in  
13 this case.

14           **SPECIAL INJUNCTIVE RELIEF**

15           **Training**

16           8. Wal-Mart shall provide equal employment opportunity training to all  
17 Market Human Resource Managers for Region 60 and the Regional Human  
18 Resources Manager, specifically on the subjects of accommodation of religious  
19 beliefs and practices, anti-retaliation, and other forms of discrimination. Said  
20 training shall be held within twelve (12) months of the entry of the Consent

1 Decree. The training must be no less than one hour duration per session. Said  
2 training will include discussion of an employer's obligation to accommodate  
3 religious beliefs and practices of its employees, and exploration of various forms of  
4 accommodation, and how to handle an employee's request for accommodation.

5 **Records Keeping and Reports**

6 9. Within thirty (30) days after completing each training session described  
7 in paragraph 8, Wal-Mart will mail to counsel for the Commission a report  
8 containing the date(s) of the training and a list of all attendees.

9 10. Once every nine (9) months, to be measured beginning at the date of  
10 entry of the Consent Decree in this matter, and continuing for the duration of this  
11 Consent Decree, Wal-Mart will notify counsel for the Commission whether it has  
12 received any requests for religious accommodation that have been reported to the  
13 Colville Market level, and if so the name and job title of the requesting party, what  
14 steps were taken in response to the request(s), and how each request was resolved.

15 **MONETARY RELIEF**

16 11. Within 30 days, Wal-Mart will pay a total sum of \$70,000 to Charging  
17 Party Richard Nichols as damages in satisfaction of the Commission's claims  
18 against Wal-Mart as set forth in its complaint.

19 / / /

20 / / /

1 **NOTICE TO EMPLOYEES**

2       12. Wal-Mart shall post a Notice to All Employees in the Colville Store.

3 This Notice is attached as Exhibit 1 to this Consent Decree. The Notice shall be  
4 posted on a centrally located bulletin board at the Colville Store for the duration of  
5 the Consent Decree.

6 **ENFORCEMENT**

7       13. If the EEOC determines that Wal-Mart has not complied with the terms  
8 of this Consent Decree, the EEOC shall provide written notification of the alleged  
9 breach to Wal-Mart. The EEOC shall not petition the Court for enforcement of  
10 this Consent Decree for at least twenty (20) days after providing written  
11 notification of the alleged breach. The 20-day period following the written notice  
12 shall be used by EEOC and Wal-Mart for good faith efforts to resolve the dispute.

13 **RETENTION OF JURISDICTION**

14       14. The United States District Court for the Eastern District of Washington  
15 shall retain jurisdiction over this matter for the duration of this Consent Decree.

16 / / /

17 / / /

18 / / /

19 / / /

20 / / /

1           **DURATION AND TERMINATION**

2           15. The Consent Decree will be in effect for eighteen months from the date  
 3 of entry of the Decree. If the EEOC petitions the Court for breach of this Consent  
 4 Decree, and the Court finds Wal-Mart to be in violation of the terms of the Consent  
 5 Decree, the Court may extend the duration of this Consent Decree.

6           DATED this 18th day of May, 2012.

7           WILLIAM R. TAMAYO  
 Regional Attorney  
 8 U.S. EQUAL EMPLOYMENT  
 OPPORTUNITY COMMISSION  
 9 SAN FRANCISCO DISTRICT OFFICE  
 350 The Embarcadero, Suite 500  
 10 San Francisco, CA 94105-1260

P. DAVID LOPEZ  
 Deputy General Counsel

JAMES E. LEE  
 Deputy General Counsel

GWENDOLYN YOUNG REAMS  
 Associate General Counsel

11          JOHN F. STANLEY  
 Supervisory Trial Attorney

12          TERI HEALY Senior Trial Attorney  
 EQUAL EMPLOYMENT  
 OPPORTUNITY COMMISSION  
 14 Seattle Field Office  
 909 First Avenue, Suite 400  
 15 Seattle, WA 98104-1061

EQUAL EMPLOYEMNT  
 OPPORTUNITY COMMISSION  
 Office of the General Counsel  
 131 M Street N.E., 5th Floor  
 Washington, D.C. 20507

16          BY: s/Teri Healy  
 Attorneys for Plaintiff  
 17 Equal Employment Opportunity Commission

18          BY: s/Richard R. Meneghelli  
 FISHER & PHILLIPS, LLP  
 19 111 SW Fifth Avenue, Suite 1250  
 Portland, Oregon 97204  
 20 Phone: 503-242-4262  
 Attorneys for Defendant

Case 2:10-cv-00338-RMP Document 79 Filed 05/18/12



---

---

#### NOTICE TO EMPLOYEES

This notice has been posted pursuant to the settlement of a lawsuit: *EEOC v. Wal-Mart Stores, Inc.* (Case No. C10-0338 RMP). In accordance with the Consent Decree, Wal-Mart will provide anti-discrimination training, including training on the subjects of accommodation of religious beliefs and practices, anti-retaliation, and other forms of discrimination; and report to the EEOC as required by the Consent Decree for the next eighteen months.

Federal law prohibits an employer from discriminating against any individual based on the individual's disability with respect to hiring, promotion, demotion, terms and conditions of employment and/or termination. Federal law also prohibits an employer from allowing any employee to be harassed because of age, race, color, sex, religion and national origin. It is also unlawful for an employer to retaliate against any individual because he or she complains of discrimination or harassment, cooperates with the investigation of a discrimination or harassment charge, participates as a witness or potential witness in any investigation or legal proceeding or otherwise exercises his or her rights under the law.

Any employee who is found to have retaliated against any other employee because such employee participated in this lawsuit will be subject to substantial discipline, up to and including immediate discharge.

Should you have any complaints of discrimination or retaliation you should contact \_\_\_\_\_ at \_\_\_\_\_.

Employees also have the right to bring complaints of discrimination or harassment to the U.S. Equal Employment Opportunity Commission, Seattle Field Office at 909 1<sup>st</sup> Avenue, Suite 400, Seattle, WA 98104-1061, 206.220.6883, 1800.669.4000.

---

This notice shall remain prominently posted at the Walmart Store in Colville, WA, until November 2013. This Official Notice shall not be altered, defaced, covered or obstructed by any other material.

CONSENT DECREE

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,

Plaintiff,

v.

WAL-MART STORES, INC.,

Defendant.

NO: CV-10-338-RMP

ORDER APPROVING CONSENT  
DECREE

The Court, having considered the foregoing stipulated agreement of the parties, HEREBY ORDERS THAT the Consent Decree be, and the same hereby is, approved as the final decree of this Court in full settlement of this action. This lawsuit is hereby dismissed with prejudice and without costs or attorneys' fees.

/ / /

/ / /

The Court retains jurisdiction of this matter for purposes of enforcing the  
Consent Decree approved herein.

DATED this 31<sup>st</sup> day of May, 2012.

Rosanna Malouf Peterson  
ROSANNA MALOUF PETERSON  
CHIEF UNITED STATES DISTRICT COURT JUDGE